

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

VOYAGER DIGITAL HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 22-10943 (MEW)  
)  
) (Jointly Administered)  
)

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

I, Monica Arellano, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned cases.

On or before March 22, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first class mail on twenty-six (26) confidential parties not included herein, pursuant to USPS forwarding instructions:

- **Voyager Cover Letter in Support of Plan** (Substantially in the Form as **Exhibit 4** to the Disclosure Statement Order filed as **Docket No. 861**)
- **Unsecured Creditors Committee Letter in Support of Plan** (Substantially in the Form as **Exhibit 5** to the Disclosure Statement Order filed as **Docket No. 861**)
- **[Customized] Class 3 Holders of Account Holder Claims – Ballot for Voting to Accept or Reject the Third Amended Joint Plan of Voyager Digital Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** (Substantially in the Form as **Exhibit 3A** to the Disclosure Statement Order filed as **Docket No. 861**)
- **Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Adequacy of the Debtors' Disclosure Statement, (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes and (D) Procedures for Objections** (Docket No. 861 *less Exhibits*)
- **Second Amended Disclosure Statement Relating to the Third Amended Joint Plan of Voyager Digital Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** (Docket No. 863)

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Debtors' principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003.

- **Third Amended Joint Plan of Voyager Digital Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** (Docket No. 852)
- **Solicitation and Voting Procedures** (Substantially in the Form as **Exhibit 1** to the Disclosure Statement Order filed as **Docket No. 861**)
- **Notice of Hearing to Consider (I) Adequacy of the Second Amended Disclosure Statement and (II) Confirmation of the Third Amended Joint Chapter 11 Plan Filed by the Debtors and Related Voting and Objection Deadlines** (Substantially in the Form as **Exhibit 6** to the Disclosure Statement Order filed as **Docket No. 861**)
- **Pre-addressed, postage prepaid return envelope**

Furthermore, on March 22, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on one (1) confidential party not included herein, pursuant to USPS forwarding instructions:

- **Notice of Deadlines Related to the Second Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** (Docket No. 646)

Furthermore, on March 22, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on Office of the United States Trustee, For the Southern Dist of New York, Attn: Richard C. Morrissey, Esq. and Mark Bruh, Esq. at 1 Bowling Grn, Ste 534, New York, NY 10004-1459, pursuant to USPS forwarding instructions:

- **Notice of First Interim Fee Hearing** (Docket No. 824)
- **Agenda for Hearing to be Held January 10, 2023, at 2:00 P.M. (Prevailing Eastern Time)** (Docket No. 827)

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Furthermore, on March 22, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as **Exhibit A**, pursuant to USPS forwarding instructions:

- **Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases** (attached hereto as **Exhibit B**)

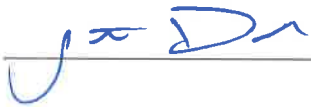
Dated: March 27, 2023

  
Monica Arellano

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 27<sup>th</sup> day of March, 2023, by Monica Arellano, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 



## **Exhibit A**

**Exhibit A**

Served via First-Class Mail

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
ANCHORAGE	101 S REID ST	STE 307	SIOUX FALLS	SD	57103-7045
FIVETRAN	1221 BROADWAY	STE 2400	OAKLAND	CA	94612-1824
TWILIO	101 SPEAR ST	# 500	SAN FRANCISCO	CA	94105-1559

## **Exhibit B**

Joshua A. Sussberg, P.C.  
Christopher Marcus, P.C.  
Christine A. Okike, P.C.  
Allyson B. Smith (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 22-10943 (MEW)
Debtors.	)	(Jointly Administered)

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY  
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE THAT** on January 13, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. 861] (the “Disclosure Statement Order”) that (a) conditionally approved the *Second Amended Disclosure Statement Relating to the Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 863] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”), for the purposes of solicitation, (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the *Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 852] (as modified, amended, or supplemented from time to time, the “Plan”),<sup>2</sup> (c) approved the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”), and (d) approved procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

**PLEASE TAKE FURTHER NOTICE THAT**, on February 1, 2023, the Debtors filed the *Schedule of Assumed Executory Contracts and Unexpired Leases* (the “Assumed Contracts Schedule”) with the Court as part of the *Plan Supplement for the Third Amended Joint Chapter 11 Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates* [Docket No. 943] (the “Plan Supplement”), as contemplated under the Plan.

**PLEASE TAKE FURTHER NOTICE THAT**, on the Effective Date, the Wind-Down Entity will assume the contracts (the “Assumed Contracts”) listed on the Assumed Contracts Schedule, attached hereto as **Exhibit A**, one or more of which you are a counterparty. The Assumed Contracts Schedule can also be viewed on the Debtors’ case website (<https://cases.stretto.com/Voyager/>). The Debtors have conducted a review of their books and records and

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Debtors’ principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning given to them in the *Debtors’ Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing (II) Conditionally Approving the Adequacy of the Debtors’ Disclosure Statement, (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes and (D) Procedures for Objections, and (IV) Granting Related Relief* [Docket No. 779] or the Plan, as applicable.

have determined that the cure amounts for unpaid monetary obligations under such Assumed Contracts are as set forth on **Exhibit A** attached hereto (the “Cure Costs”).

**PLEASE TAKE FURTHER NOTICE THAT** if you disagree with the proposed Cure Costs, your objection (a “Cure Objection”) must: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Costs, state the correct cure amount alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; (iv) be filed electronically with the Court on the docket of *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) by registered users of the Court’s electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (the “Court”) (which are available on the Court’s website at <http://www.nysb.uscourts.gov>); and (v) be served so as to be actually received by **February 22, 2023, at 4:00 p.m., prevailing Eastern Time** (the “Cure Objection Deadline”), on counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg ([jsussberg@kirkland.com](mailto:jsussberg@kirkland.com)); Christopher Marcus ([cmarcus@kirkland.com](mailto:cmarcus@kirkland.com)); Christine Okike ([christine.okike@kirkland.com](mailto:christine.okike@kirkland.com)); and Allyson B. Smith ([allyson.smith@kirkland.com](mailto:allyson.smith@kirkland.com)).

**PLEASE TAKE FURTHER NOTICE THAT** if no objection is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Costs as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assumed Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assumption.

**PLEASE TAKE FURTHER NOTICE THAT** any Cure Objection that otherwise complies with these procedures yet remains unresolved as of the commencement of the Combined Hearing, shall be heard at the Combined Hearing or a later date to be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE THAT** the Combined Hearing will commence on **March 2, 2023, at 10:00 a.m. prevailing Eastern Time**, before the Honorable Michael E. Wiles, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, New York 10004.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Court’s General Order M-543, dated March 20, 2020 (“General Order M-543”), the Combined Hearing will be conducted telephonically. Parties wishing to participate in the Hearing should do so by making arrangements through CourtSolutions LLC. Instructions to register for CourtSolutions LLC are attached to General Order M-543.

**PLEASE TAKE FURTHER NOTICE THAT**, notwithstanding anything herein, the mere listing of any Assumed Contract on the Assumed Contract Schedule does not require or guarantee that such Assumed Contract will be assumed by the Debtors at any time, and all rights of the Debtors with respect to such Assumed Contract are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assumed Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors to designate any Assumed Contract as either rejected or assumed on a post-closing basis.

**PLEASE TAKE FURTHER NOTICE THAT** nothing herein (i) alters in any way the prepetition nature of the Assumed Contracts or the validity, priority, or amount of any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed Contract.

*[Remainder of page intentionally left blank]*



Dated: February 1, 2023  
New York, New York

*/s/ Joshua A. Sussberg*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C.

Christopher Marcus, P.C.

Christine A. Okike, P.C.

Allyson B. Smith (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Email: jsussberg@kirkland.com  
cmarcus@kirkland.com  
christine.okike@kirkland.com  
allyson.smith@kirkland.com

*Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Assumed Contracts Schedule**

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
1	Voyager Digital, LLC	Ada Support Inc.	ADA Services Agreement and Amendment #1	\$ 0.00
2	Voyager Digital, LLC	Amazon Web Services	AWS Customer Agreement	\$ 220,614.04
3	Voyager Digital, LLC	Amazon Web Services	AWS Service Terms	See above
4	Voyager Digital, LLC	Anchorage	Digital Bank Order Form	\$ 0.00
5	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Order Form	\$ 351.03
6	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Validator Agreement	See above
7	Voyager Digital, LLC	Coinbase, Inc.	Coinbase Prime Institutional Client Agreement	\$ 0.00
8	Voyager Digital, LLC	Coinbase Custody Trust Company, LLC	Custodial Services Agreement	\$ 0.00
9	Voyager Digital, LLC	CDW	CDW Customer Service Order Form Google Workspace	\$ 0.00
10	Voyager Digital, LLC	Chainalysis Inc.	Order Form	\$ 0.00
11	Voyager Digital Holdings, Inc.	Cloudflare	Enterprise Service Order Form	\$ 0.00
12	Voyager Digital Holdings, Inc.	Cloudflare	Insertion Order Form	See above
13	Voyager Digital, LLC	Concur Technologies, Inc.	Order Form	\$ 0.00
14	Voyager Digital, LLC	Copper Technologies (UK) Limited	Third Party Agreement	\$ 0.00
15	Voyager Digital, LLC	Copper Technologies (UK) Limited	Side Letter To Copper's Terms & Conditions — Crypto Asset Service	See above
16	Voyager Digital Holdings, Inc.	Datasite	Statement of Work	\$ 0.00
17	Voyager Digital, LLC	Dropbox	Dropbox Services Agreement	\$ 0.00
18	Voyager Digital Ltd.	Fireblocks Inc.	Fireblocks License Agreement	\$ 0.00
19	Voyager Digital Ltd.	Fireblocks Inc.	First Amendment to the Fireblocks License Agreement	See above
20	Voyager Digital, LLC	Fivetran	Service Order Form	\$ 0.00
21	Voyager Digital, LLC	GoDaddy	Universal Terms Of Service Agreement	\$ 0.00
22	Voyager Digital Ltd.	Goodbay Technologies, Inc.	Client Services Agreement	\$ 54,604.00
23	Voyager Digital, LLC	Iterable	Enterprise Sales Order Form	\$ 35,423.46
24	Voyager Digital, LLC	JAMF	Software License And Services Agreement	\$ 0.00
25	Voyager Digital, LLC	MaestroQA	SaaS Services Order Form	\$ 0.00
26	Voyager Digital Holdings, Inc.	Network Redux LLC	Statement of Work	\$ 1,727.82
27	Voyager Digital, LLC	Okta	Master Subscription Agreement	\$ 0.00
28	Voyager Digital, LLC	Oracle America, Inc.	Oracle Netsuite Fee Estimate	\$ 0.00
29	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Plaid Inc. Master Services Agreement	\$ 100,000.00
30	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Assets Addendum to the Master Services Agreement	See above
31	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Addendum to Master Services Agreement	See above
32	Voyager Digital, LLC	RECIPROCITY, INC.	Order Form	\$ 0.00
33	Voyager Digital, LLC	Segment.io, Inc	Order Form	\$ 0.00
34	Voyager Digital, LLC	Sift Science, Inc	Order Form	\$ 77,240.41
35	Voyager Digital, LLC	Slack Technologies, LLC	Order Form	\$ 0.00
36	Voyager Digital, LLC	Snowflake	Order Form	\$ 0.00
37	Voyager Digital, LLC	Socure Inc.	MSA & Amendments #1-7	\$ 1,404,493.38
38	Voyager Digital, LLC	Tableau Software, LLC	Tableau Purchase Authorization Form	\$ 0.00
39	Voyager Digital, LLC	Talos	Software Subscription Agreement	\$ 195,685.88
40	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Statement of Work and Subsequent Amendments	\$ 0.00
41	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Master Services Agreement	See above
42	Voyager Digital, LLC	TriNet HR III, Inc.	TriNet Technology Services Requisition Form	\$ 0.00
43	Voyager Digital Holdings, Inc.	TriNet HR III, Inc.	Consent to Assignment of TriNet Contract	See above
44	Voyager Digital, LLC	Twilio Inc.	Order Form	\$ 20,339.21
45	Voyager Digital, LLC	Usio, Inc.	Automated Clearing House Services Agreement and Second through Fourth Amendments	\$ 3,700.00
46	Voyager Digital Holdings, Inc.	33 Irving Tenant LLC	WeWork New York and Subsequent Amendments	\$ 0.00
47	Voyager Digital, LLC	78 SW 7th Street Tenant LLC	WeWork Miami	See above
48	Voyager Digital Holdings, Inc.	150 4th Ave N Tenant LLC	WeWork Nashville	See above
49	Voyager Digital, LLC	Zendesk	Service Order Form	\$ 23,335.71